

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-24**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 38 of the Code of Ordinances by revising the lot size and density standards applicable to a portion of the lake overlay district; and

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances by changing the minimum lot size to one-half acre and the maximum density to one dwelling unit per one-half acre for those lots created hereafter that are within two hundred (200’) feet of the full pond contour of Lake Keowee and Jocassee, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 38-11.1(d)(1), Subsection a.1., is revised to read as follows:

Lots that are created subsequent to the effective date of this ordinance and which exist, in whole or in part, within two hundred (200') feet of the full pond contour of Lake Keowee or Lake Jocassee shall be no less than one-half acre in size, with a maximum density of one dwelling unit per one-half acre. Lots located fully within the remaining boundaries of the lake overlay district are limited to a net density of no greater than two dwelling units per acre.

2. Prior to the third reading of this Ordinance, the Oconee County Planning Commission shall review this proposed amendment to Chapter 38 and issue a recommendation to County Council in relation hereto.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as canceling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which was valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 38, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2022.

ATTEST:

Jennifer Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: November 15, 2022
Second Reading: December 06, 2022
Third Reading: December 16, 2022
Public Hearing: December 16, 2022

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: November 8, 2022

To: Oconee County Council Chairman John Elliott

From: James Coley

Re: Report to Council: Ordinance 2022-24

Results:

- The Planning Commission recommends approve the Ordinance, by a vote of 7-0.

Background:

- The Planning Commission received Ordinance 2022-24 from Council for a recommendation.
- Two speakers signed up for public comment. One speaker was in favor and one was opposed.

Synopsis of Comments:

- Speaker in favor believed the ordinance would improve the lake area
- Speaker against believed the ordinance was over reach and a duplication of overlay districts

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-28**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF UP TO \$2,000,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF PROVIDING ADDITIONAL FUNDING FOR THE SEWER SOUTH PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars (“County ARPA Funds”);

WHEREAS, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance;

WHEREAS, additionally, County ARPA Funds may be used in making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the County desires to expend Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds toward the “Sewer South Project,” a joint project between the County and the Oconee Joint Regional Sewer Authority, purposed to extend sewer infrastructure from the Golden Corner Commerce Park to Interstate 85.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Sewer South Project.

Section 2. Expenditures. The expenditure of funds appropriated out of County ARPA Funds for the Sewer South Project is approved in an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County and the Oconee Joint Regional Sewer Authority shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the Sewer South Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.
- d) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- e) County may discontinue the expenditure of funding appropriated hereby for the Sewer South Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Sewer South Project being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: November 15, 2022
Second Reading: December 06, 2022
Third Reading: December 16, 2022
Public Hearing: December 16, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-30**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF SIX HUNDRED FORTY THOUSAND, ONE HUNDRED SIXTY-SIX AND 00/100 (\$640,166.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR CONSTRUCTION OF THE BOUNTYLAND FIRE SUBSTATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, COVID-19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID-19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the County was allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars (collectively “County ARPA Funds”);

WHEREAS, County ARPA Funds may be used toward the provision of general government services by virtue of a revenue loss calculation or a standard allowance; and

WHEREAS, the County desires to expend Six Hundred Forty Thousand, One Hundred Sixty-Six and 00/100 (\$640,166.00) Dollars of County ARPA Funds toward construction of the Bountyland Fire Substation.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Six Hundred Forty Thousand, One Hundred Sixty-Six and 00/100 (\$640,166.00) Dollars of County ARPA Funds are hereby appropriated and set aside for construction of the Bountyland Fire Substation.

Section 2. Expenditures. The expenditure of funds appropriated out of County ARPA Funds for construction of the Bountyland Fire Substation is approved in an amount up to Six Hundred Forty Thousand, One Hundred Sixty-Six and 00/100 (\$640,166.00), subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for construction of the Bountyland Fire Substation at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) construction of the Bountyland Fire Substation being deemed an impermissible use of County ARPA Funds, in whole or part, under ARPA, Department of Treasury regulations, or other binding legal authority; or (4) for convenience.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2022.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: November 15, 2022
Second Reading: December 06, 2022
Third Reading: December 16, 2022
Public Hearing: December 16, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-33**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND CAROLINA POLY, INC., ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, THE “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; PROVIDING FOR THE LOCATION OF THE COMPANY’S PROPERTY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, the “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) (a) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving a project or the County, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (the “Infrastructure”); and (iii) to create, expand, or maintain, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has previously entered into a multi-county industrial or business park agreement with Pickens County, entitled the “Agreement for Development for Joint County Industrial/Business Park (ACI Plastics South, LLC),” dated November 17, 2014, a copy of which is attached to this Ordinance as Exhibit C (the “MCIP Agreement”), and upon information and belief, the MCIP Agreement encompasses the real property on which the Project (as defined below) is located, and which is described on Exhibit A to this Ordinance (the “Project Site”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Carolina Poly, Inc., acting for itself, one or more current or future affiliates and other project sponsors (collectively, the “Company”) proposes to invest in, or cause others to invest in, the

establishment or expansion of a manufacturing facility in the County (the “Project”), which the Company has informed the County will result in the investment of no less than \$15,300,000 in taxable property;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on December 6, 2022, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement, attached as Exhibit B, by and between the County and the Company (the “Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) with up to an SSRC of 20% (subject to a minimum payment as described in the Fee Agreement) with a term of 5 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement that is now before this meeting is in appropriate form and is an appropriate instrument to be executed, delivered, and performed by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. Statutory Findings. Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. Multi-County Park. The County will use its commercially reasonable efforts to ensure the Project and the Project Site remain subject to the MCIP Agreement and designated as multi-county industrial or business park property, if not already so designated, and use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Fee Agreement, any additional job tax credits afforded by the laws of the

State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the SSRCs set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County are as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization and Approval of Form of Fee Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement is authorized and approved. The form of the Fee Agreement presented at this meeting, as attached as Exhibit B, is approved, and all of its terms of are incorporated in this Ordinance by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company and performed by the County. The Fee Agreement hereby authorized is to be in substantially the form now before this meeting, with such changes thereto as determined by the official of the County executing the same to be acceptable and not materially adverse to the County, such official's execution thereof to constitute conclusive evidence of such official's determination.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the Fee Agreement, and the MCIP Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
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Passed and approved: December 16, 2022

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: December 6, 2022
Second Reading: December 7, 2022
Public Hearing: December 16, 2022
Third Reading: December 16, 2022

EXHIBIT A
DESCRIPTION OF PROJECT SITE

Legal Description

PARCEL 1: ALL that certain piece, parcel or lot of land, with improvements thereof, if any, lying and being in the State of South Carolina, on the South side of Highway #76 and #123 (Sandifer Blvd.) located in Center Township, Oconee County, containing 5.007 acres, more or less, as shown on a plat ALTA/ASCM Land Title Survey prepared for Beacon Acquisitions Corporation by Freeland & Associates, Inc., Surveyors, dated August 31, 2001, and recorded in the Office of the Office of the Register of Deeds for Oconee County, South Carolina, in Plat Book A-836 at Pages 3 and 4. Reference to said plat is hereby made for a metes and bounds description thereof.

Tax Parcel # 251-00-04-012

ALSO, PARCEL 2: All that certain piece, parcel, or tract of land containing approximately 0.22 of an acre, situate, lying, and being in Oconee County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for US Route 76/23, File Number 37.606, sheet 24, and being further shown on Exhibit A attached hereto and made a part hereof. Said property being bounded on the North and East by US Route 76/123, on the South by other lands of the Grantee herein and on the West by lands now or formerly of AMS Management, LLC. This being a portion of the right of way acquired by the South Carolina Department of Transportation by Condemnation of W.T. McClure, Jr., Pearl M. McClure and Mary M. Grubbs dated November 15, 1963, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under US Route 123, File Number 37.448, Tract 20-A.

Derivation: Deed from ACI Properties South, LLC to Prezero US Property, LLC, dated July 9, 2021, and recorded July 12, 2021, in Book 2705, page 267-270.

EXHIBIT B
FORM OF FEE AGREEMENT

EXHIBIT C
MCIP AGREEMENT

FEE AGREEMENT

by and between

CAROLINA POLY, INC.

and

OCONEE COUNTY, SOUTH CAROLINA

Dated as of [____], 2022

FEE AGREEMENT

This FEE-IN-LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of [_____], 2022 (the “Effective Date”), by and between Carolina Poly, Inc., a South Carolina corporation (the “Company”), and Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company proposes to locate certain business operations in the County (the “Project”);

WHEREAS, the Company estimates that the Project will result in an investment of at least Fifteen Million Three Hundred Thousand Dollars (\$15,300,000.00 (“Minimum Investment”) in the County;

WHEREAS, the County Council approved on December 6, 2022, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the acquisition and development of the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT Payments pursuant to the Act;

WHEREAS, for the Project, based solely on the information provided to the County by the Company, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above and based solely on the information provided by the Company to the County, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

Carolina Poly, Inc.
Oconee County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

All those tracts or parcels of Land lying and being in Oconee County, South Carolina, as more particularly described in Exhibit A attached hereto.

3. Minimum investment agreed upon: \$15,300,000.00

4. Length and term of this Agreement: thirty (30) years

5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 0.2179 mills.

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
9. Statements
 - (a) The Project is located in a multi-county industrial or business park created by the County and Pickens County pursuant to that Agreement for Development for Joint County Industrial/Business Park (ACI Plastics South, LLC) dated November 17, 2014;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be provided to the Economic Development Property to reimburse the Company for 20% of FILOT Payments in years 1-5;
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and, in the preambles, hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management

and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this fee-in-lieu of tax agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein and dated as of the Effective Date.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 8.04 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the Property Tax Year during which the Project or the first phase thereof is placed in service, which date shall not be later than the last day of the Property Tax Year which is three (3) years from the year in which the County and the Company enters into this Agreement, provided, however, if the Company does not place a phase of investment in service on or before the date which is the last day of the Property Tax Year which is three (3) years from the year in which the County and the Company enter into this Agreement, then this Agreement shall be void *ab initio*.

“*Company*” shall mean Carolina Poly, Inc., a South Carolina corporation, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*County*” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project and owned by Company or its affiliates, including those items of real and tangible personal property purchased from a third party and recapitalized at a 100% cost basis, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code. Economic Development Property shall not

mean personal property owned by entities other than Company and its affiliates, including but not limited to property owned by prior owners of the Land and that may or may not be physically located at the Project.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes that the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company to make (collectively with any Co-Investors) investments in real and personal property with respect to the Project in an amount of at least the Minimum Investment during the Investment Period.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(a).

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for Development for an Industrial/ Business Park by and between the County and Pickens County, South Carolina, dated as of November 17, 2014 (as amended, modified, supplemented, or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Land, the buildings, and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 0.2179 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01 hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the credits provided pursuant to Section 5.01(d) hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. Based in part on the Company’s representations, the County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing under the laws of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to invest, collectively with any Co-Investors, at least the Minimum Investment in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53-week fiscal year ending December 31.

(f) No event has occurred, and no condition currently exists with respect to the Company, which would constitute a default, or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County shall abide by Section 12-43-220(d)(6) of the Act with respect to the Project and rollback taxes.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company commits to invest, collectively with any Co-Investors, at least the Minimum Investment in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Economic Development Director, the County Auditor, the County Assessor, and the County Treasurer not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Economic Development Director, the County Auditor, the County Assessor, and the County Treasurer a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that Company may have and maintain at the Project certain confidential and proprietary information ("Confidential Information"). The County agrees that, except as permitted or required by law, neither the County nor any employee, agent, or contractor of the County: (i) is entitled to receive any such Confidential Information; or (ii) is entitled to inspect the Project or any property associated therewith, in either case, unless they comply with the provisions of this Section. The County agrees that it will not disclose or otherwise divulge (and shall cause its employees, agents, and contractors not to disclose or otherwise divulge) any such Confidential Information to any other Person, firm, governmental body or agency, or any other entity unless required to do so by law. Prior to disclosing any Confidential Information or allowing inspections of the Project, either Company may require the execution, to the extent permitted by law, of confidentiality and non-disclosure agreements by the County and any officers, employees, or agents of the County who would gather, receive, or review such information or conduct or review the results of any inspections. In the event the County is required by law to disclose any confidential or proprietary information obtained from either Company to a third party, the County agrees to provide such Company with maximum practicable advance notice of such requirement before making such disclosure, to cooperate with any attempts by such Company to obtain judicial

or other relief from disclosure required and to allow such Company, at its discretion, to redact or withhold portions of the purported disclosure to the extent allowed by law, all at the sole expense of such Company.

Section 4.03. Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates, and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the Economic Development Property included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided to Company in the total amount of twenty percent (20%) of Company’s annual FILOT Payment for each of years one (1) through five (5). Special Source Revenue Credits shall be applied to and reflected on each year’s property tax bill provided to Company, if and only if and to the extent that the Company prepares and files an Annual Special Source Revenue Credit Certificate, the form of which is attached as Exhibit B, no less than 45 days prior to the date on which *ad valorem* tax payments would be due without penalty.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company and/or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT

Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) If the Company and any Co-Investors do not meet the Minimum Investment by the end of the Investment Period, without extension, then the Company shall repay a pro rata amount of any Special Source Revenue Credit previously received by the Company and the percentage of any future Special Source Revenue Credit shall be reduced by a percentage equal to the amount of the repayment calculation. The pro rata repayment amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / \text{Minimum Investment})) = \text{Repayment Amount}$$

For example, if the Company has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Minimum Investment by the end of the Investment Period, but instead only makes an investment of \$13,000,000 by the end of the Investment Period, then the Company would be required to repay to the County approximately \$23,529, calculated as follows:

$$13,000,000 / 15,300,000 = 0.84967$$

$$1 - 0.76471 = 0.15033$$

$$100,000 * 0.15033 = \$15,033$$

In addition, the Special Source Revenue Credit, if any, for any remaining years would be reduced to 15.033%. Further, if the Company fails to meet the Minimum Investment, then the Term is reduced, automatically without any further action of the party, from 30 years to 25 years.

Any payment to be made under this Section 5.01 shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code. Further, if the Company fails to meet at least 75% of the Minimum Investment by the end of the Investment Period, then the SSRC recalculation shall be as provided above in this Section 5.01, provided, however, for any remaining years, if any, the Special Source Revenue Credit shall be reduced to 0.00%.

(h) THE SPECIAL SOURCE REVENUE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.

(i) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold,

scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(j) In the event that the Act, this Agreement or the FILOT Payments, or any portion thereof, is declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that the payments hereunder be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (j), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(k) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed the Minimum Investment by the end of the Investment Period. If terminated pursuant to this subsection (k), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference

between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (k), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(1) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost, or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. To the furthest extent allowed by the Act, any, or all of the interest of Company or any other Co-Investor in the Economic Development Property or this Agreement may be transferred or assigned by Company or any other Co-Investor, as applicable, or any other assignee to any other Person. Company or Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in

accordance with the Act, and the County agrees, upon the request of Company or Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 8.03. Indemnification. The Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, “Losses”).

Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company’s receipt of any notice of a claim pursuant to this Section, the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company’s cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section, then the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned, or delayed.

An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described above. The County shall provide a statement of the costs incurred in the response or defense. The Company may request reasonable documentation evidencing the costs shown on the statement. The Company shall pay undisputed

costs to the County within 30 days of receipt of the documentation. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

Notwithstanding anything in this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party from or against, or to reimburse the County or other Indemnified Party for, Losses or any costs or other amounts arising from any claim or liability (i) occasioned by the acts of that Indemnified Party that are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from an Indemnified Party's negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) any violation of law by an Indemnified Party.

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other Persons described in herein. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved or subsequently ratified by the County in writing, with such approval or ratification, as the case may be, not to be unreasonably withheld, conditioned or delayed, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree in writing to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least the Minimum Investment in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(k) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds within 30 days to prosecute the curing of such default with due diligence; provided that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such until the default is corrected.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for failure to meet the Investment Commitment shall be as set forth in Section 5.01 hereof.

(c) A representation or warranty made by the Company that is materially incorrect when made or deemed made;

(d) A representation or warranty made by the County that is materially incorrect when made or deemed made;

(e) Failure by the County to perform any material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate the Agreement; or

(b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, including but not limited to the application of Special Source Revenue Credits as set forth in Section 5.01 hereof, the Company may take whatever actions at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses with respect to the initial approval of this Agreement shall be limited to Seven Thousand, Five Hundred Dollars (\$7,500.00) in attorney's fees.

Section 12.04 Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County
Attn: Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29691

WITH A COPY TO:
(does not constitute notice)

Oconee County, South Carolina

415 South Pine Street
Walhalla, SC 29691
Attention: County Attorney

WITH A COPY TO:
(does not constitute notice)

King Kozlarek Law
P. O. Box 565
Greenville, SC 29602-0565
Attention: Michael E. Kozlarek, Esq.

(b) As to the Company:

Carolina Poly, Inc.
Attn: Andy Fink
2000 W. Marshall Drive
Grand Prairie, Texas 75051

With a copy to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP
Attn: Ms. Stephanie L. Yarbrough
5 Exchange Street
Charleston, South Carolina 29401

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement relates to the Project as defined herein. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, and neither party hereto has made or shall be bound by any agreement or any representation to the other party regarding the Project which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council (with such consent of the County to any amendment not to be unreasonably withheld, conditioned, or delayed).

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war, or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the Effective Date.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
John Elliott
Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Jennifer C. Adams
Clerk to County Council
Oconee County, South Carolina

CAROLINA POLY, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

PARCEL 1: ALL that certain piece, parcel or lot of land, with improvements thereof, if any, lying and being in the State of South Carolina, on the South side of Highway #76 and #123 (Sandifer Blvd.) located in Center Township, Oconee County, containing 5.007 acres, more or less, as shown on a plat ALTA/ASCM Land Title Survey prepared for Beacon Acquisitions Corporation by Freeland & Associates, Inc., Surveyors, dated August 31, 2001, and recorded in the Office of the Office of the Register of Deeds for Oconee County, South Carolina, in Plat Book A-836 at Pages 3 and 4. Reference to said plat is hereby made for a metes and bounds description thereof.

Tax Parcel # 251-00-04-012

ALSO, PARCEL 2: All that certain piece, parcel, or tract of land containing approximately 0.22 of an acre, situate, lying, and being in Oconee County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for US Route 76/23, File Number 37.606, sheet 24, and being further shown on Exhibit A attached hereto and made a part hereof. Said property being bounded on the North and East by US Route 76/123, on the South by other lands of the Grantee herein and on the West by lands now or formerly of AMS Management, LLC. This being a portion of the right of way acquired by the South Carolina Department of Transportation by Condemnation of W.T. McClure, Jr., Pearl M. McClure and Mary M. Grubbs dated November 15, 1963, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under US Route 123, File Number 37.448, Tract 20-A.

Derivation: Deed from ACI Properties South, LLC to Prezero US Property, LLC, dated July 9, 2021, and recorded July 12, 2021, in Book 2705, page 267-270.

EXHIBIT B

FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [Month] [Date], [Year] ("**Fee Agreement**"), between Oconee County, South Carolina ("County") and Carolina Poly, Inc. ("**Sponsor**"). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 5.01 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit ("SSRC") against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 20% of each of the first five FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20_____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment 20% = \$ _____

5. The total amount that the Sponsor is entitled to have the County refund (following payment of 100% of the FILOT Payment due), representing all or a portion of the FILOT Payment, is: \$ _____

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

CAROLINA POLY, INC.

Signature:

Name:

Title:

FEE AGREEMENT

by and between

CAROLINA POLY, INC.

and

OCONEE COUNTY, SOUTH CAROLINA

Dated as of [____], 2022

FEE AGREEMENT

This FEE-IN-LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of [_____], 2022 (the “Effective Date”), by and between Carolina Poly, Inc., a South Carolina corporation (the “Company”), and Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company proposes to locate certain business operations in the County (the “Project”);

WHEREAS, the Company estimates that the Project will result in an investment of at least Fifteen Million Three Hundred Thousand Dollars (\$15,300,000.00 (“Minimum Investment”) in the County;

WHEREAS, the County Council approved on December 6, 2022, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the acquisition and development of the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT Payments pursuant to the Act;

WHEREAS, for the Project, based solely on the information provided to the County by the Company, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above and based solely on the information provided by the Company to the County, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

Carolina Poly, Inc.
Oconee County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

All those tracts or parcels of Land lying and being in Oconee County, South Carolina, as more particularly described in Exhibit A attached hereto.

3. Minimum investment agreed upon: \$15,300,000.00

4. Length and term of this Agreement: thirty (30) years

5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 0.2179 mills.

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
9. Statements
 - (a) The Project is located in a multi-county industrial or business park created by the County and Pickens County pursuant to that Agreement for Development ~~for Joint County~~ of an Industrial/Business Park (ACI Plastics South, LLC) dated November 17, 2014;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be provided to the Economic Development Property to reimburse the Company for 20% of FILOT Payments in years 1-5;
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and, in the preambles, hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this fee-in-lieu of tax agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein and dated as of the Effective Date.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 8.04 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the Property Tax Year during which the Project or the first phase thereof is placed in service, which date shall not be later than the last day of the Property Tax Year which is three (3) years from the year in which the County and the Company enters into this Agreement, provided, however, if the Company does not place a phase of investment in service on or before the date which is the last day of the Property Tax Year which is three (3) years from the year in which the County and the Company enter into this Agreement, then this Agreement shall be void *ab initio*.

“*Company*” shall mean Carolina Poly, Inc., a South Carolina corporation, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*County*” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project and owned by Company or its affiliates, including those items of real and tangible personal property purchased from a third party and recapitalized at a 100% cost basis, except Non-Qualifying Property, if any, within the meaning of that term as defined and used

in Sections 12-44-30(6) and 12-44-40(C) of the Code. Economic Development Property shall not mean personal property owned by entities other than Company and its affiliates, including but not limited to property owned by prior owners of the Land and that may or may not be physically located at the Project.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes that the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company to make (collectively with any Co-Investors) investments in real and personal property with respect to the Project in an amount of at least the Minimum Investment during the Investment Period.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(a).

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for Development for an Industrial/ Business Park by and between the County and Pickens County, South Carolina, dated as of November 17, 2014 (as amended, modified, supplemented, or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Land, the buildings, and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 0.2179 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01 hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the credits provided pursuant to Section 5.01(d) hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. Based in part on the Company’s representations, the County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing under the laws of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to invest, collectively with any Co-Investors, at least the Minimum Investment in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53-week fiscal year ending December 31.

(f) No event has occurred, and no condition currently exists with respect to the Company, which would constitute a default, or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County shall abide by Section 12-43-220(d)(6) of the Act with respect to the Project and rollback taxes.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition

of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company commits to invest, collectively with any Co-Investors, at least the Minimum Investment in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Economic Development Director, the County Auditor, the County Assessor, and the County Treasurer not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Economic Development Director, the County Auditor, the County Assessor, and the County Treasurer a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that Company may have and maintain at the Project certain confidential and proprietary information ("Confidential Information"). The County agrees that, except as permitted or required by law, neither the County nor any employee, agent, or contractor of the County: (i) is entitled to receive any such Confidential Information; or (ii) is entitled to inspect the Project or any property associated therewith, in either case, unless they comply with the provisions of this Section. The County agrees that it will not disclose or otherwise divulge (and shall cause its employees, agents, and contractors not to disclose or otherwise divulge) any such Confidential Information to any other Person, firm, governmental body or agency, or any other entity unless required to do so by law. Prior to disclosing any Confidential Information or allowing inspections of the Project, either Company may require the execution, to the extent permitted by law, of confidentiality and non-disclosure agreements by the County and any officers, employees, or agents of the County who would gather, receive, or review such information or conduct or review the results of any inspections. In the event the County is required by law to disclose any confidential or proprietary information obtained from either Company to a third party, the County agrees to provide such Company with maximum practicable advance notice of such requirement before making such disclosure, to cooperate with any attempts by such Company to obtain judicial

or other relief from disclosure required and to allow such Company, at its discretion, to redact or withhold portions of the purported disclosure to the extent allowed by law, all at the sole expense of such Company.

Section 4.03. Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates, and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the Economic Development Property~~improvements to real property and Equipment~~ included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided to Company in the total amount of twenty percent (20%) of Company’s annual FILOT Payment for each of years one (1) through five (5). Special Source Revenue Credits shall be applied to and reflected on each year’s property tax bill provided to Company, if and only if and to the extent that the Company prepares and files an Annual Special Source Revenue Credit Certificate, the form of which is attached as Exhibit B, no less than 45 days prior to the date on which *ad valorem* tax payments would be due without penalty.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company and/or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a

fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) If the Company and any Co-Investors do not meet the Minimum Investment by the end of the Investment Period, without extension, then the Company shall repay a pro rata amount of any Special Source Revenue Credit previously received by the Company and the percentage of any future Special Source Revenue Credit shall be reduced by a percentage equal to the amount of the repayment calculation. The pro rata repayment amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / \text{Minimum Investment})) = \text{Repayment Amount}$$

For example, if the Company has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Minimum Investment by the end of the Investment Period, but instead only makes an investment of \$13,000,000 by the end of the Investment Period, then the Company would be required to repay to the County approximately ~~\$\$~~\$23,529, calculated as follows:

$$13,000,000 / 15,300,000 = 0.84967$$

$$1 - 0.76471 = 0.15033$$

$$100,000 * 0.15033 = \$15,033$$

In addition, the Special Source Revenue Credit, if any, for any remaining years would be reduced to 15.033%. Further, if the Company fails to meet the Minimum Investment, then the Term is reduced, automatically without any further action of the party, from 30 years to 25 years.

Any payment to be made under this Section 5.01 shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code. Further, if the Company fails to meet at least 75% of the Minimum Investment by the end of the Investment Period, then the SSRC recalculation shall be as provided above in this Section 5.01, provided, however, for any remaining years, if any, the Special Source Revenue Credit shall be reduced to 0.00%.

(h) THE SPECIAL SOURCE REVENUE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.

(i) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(j) In the event that the Act, this Agreement or the FILOT Payments, or any portion thereof, is declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that the payments hereunder be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (j), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(k) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed the Minimum Investment by the end of the Investment Period. If terminated pursuant to this subsection (k), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes

would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (~~kh~~), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(1) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost, or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. To the furthest extent allowed by the Act, any, or all of the interest of Company or any other Co-Investor in the Economic Development Property or this

Agreement may be transferred or assigned by Company or any other Co-Investor, as applicable, or any other assignee to any other Person. Company or Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of Company or Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 8.03. Indemnification. The Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section, the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section, then the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned, or delayed.

An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including attorneys' fees, incurred in connection with the

response to or defense against such liability or claims as described above. The County shall provide a statement of the costs incurred in the response or defense. The Company may request reasonable documentation evidencing the costs shown on the statement. The Company shall pay undisputed costs to the County within 30 days of receipt of the documentation. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

Notwithstanding anything in this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party from or against, or to reimburse the County or other Indemnified Party for, Losses or any costs or other amounts arising from any claim or liability (i) occasioned by the acts of that Indemnified Party that are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from an Indemnified Party's negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) any violation of law by an Indemnified Party.

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other Persons described in herein. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved or subsequently ratified by the County in writing, with such approval or ratification, as the case may be, not to be unreasonably withheld, conditioned or delayed, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04~~3~~ within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree in writing to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least the Minimum Investment in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(k) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds within 30 days to prosecute the curing of such default with due diligence; provided that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such until the default is corrected.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for failure to meet the Investment Commitment shall be as set forth in Section 5.01 hereof.

(c) A representation or warranty made by the Company that is materially incorrect when made or deemed made;

(d) A representation or warranty made by the County that is materially incorrect when made or deemed made;

(e) Failure by the County to perform any material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate the Agreement; or

(b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, including but not limited to the application of Special Source Revenue Credits as set forth in Section 5.01 hereof, the Company may take whatever actions at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses with respect to the initial approval of this Agreement shall be limited to Seven Thousand, Five Hundred Dollars (\$7,500.00) in attorney's fees.

Section 12.04 Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County
Attn: Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29691

WITH A COPY TO:
(does not constitute notice)

Oconee County, South Carolina

415 South Pine Street
Walhalla, SC 29691
Attention: County Attorney

WITH A COPY TO:
(does not constitute notice)

King Kozlarek Law
P. O. Box 565
Greenville, SC 29602-0565
Attention: Michael E. Kozlarek, Esq.

(b) As to the Company:

Carolina Poly, Inc.
Attn: Andy Fink
2000 W. Marshall Drive
Grand Prairie, Texas 75051

With a copy to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP
Attn: Ms. Stephanie L. Yarbrough
5 Exchange Street
Charleston, South Carolina 29401

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement relates to the Project as defined herein. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, and neither party hereto has made or shall be bound by any agreement or any representation to the other party regarding the Project which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council (with such consent of the County to any amendment not to be unreasonably withheld, conditioned, or delayed).

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war, or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the Effective Date.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
John Elliott
Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Jennifer C. Adams
Clerk to County Council
Oconee County, South Carolina

CAROLINA POLY, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

PARCEL 1: ALL that certain piece, parcel or lot of land, with improvements thereof, if any, lying and being in the State of South Carolina, on the South side of Highway #76 and #123 (Sandifer Blvd.) located in Center Township, Oconee County, containing 5.007 acres, more or less, as shown on a plat ALTA/ASCM Land Title Survey prepared for Beacon Acquisitions Corporation by Freeland & Associates, Inc., Surveyors, dated August 31, 2001, and recorded in the Office of the Office of the Register of Deeds for Oconee County, South Carolina, in Plat Book A-836 at Pages 3 and 4. Reference to said plat is hereby made for a metes and bounds description thereof.

Tax Parcel # 251-00-04-012

ALSO, PARCEL 2: All that certain piece, parcel, or tract of land containing approximately 0.22 of an acre, situate, lying, and being in Oconee County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for US Route 76/23, File Number 37.606, sheet 24, and being further shown on Exhibit A attached hereto and made a part hereof. Said property being bounded on the North and East by US Route 76/123, on the South by other lands of the Grantee herein and on the West by lands now or formerly of AMS Management, LLC. This being a portion of the right of way acquired by the South Carolina Department of Transportation by Condemnation of W.T. McClure, Jr., Pearl M. McClure and Mary M. Grubbs dated November 15, 1963, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under US Route 123, File Number 37.448, Tract 20-A.

Derivation: Deed from ACI Properties South, LLC to Prezero US Property, LLC, dated July 9, 2021, and recorded July 12, 2021, in Book 2705, page 267-270.

EXHIBIT B

FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [Month] [Date], [Year] ("**Fee Agreement**"), between Oconee County, South Carolina ("County") and Carolina Poly, Inc. ("**Sponsor**"). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 5.01 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit ("SSRC") against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 20% of each of the first five FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20_____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment 20% = \$ _____

5. The total amount that the Sponsor is entitled to have the County refund (following payment of 100% of the FILOT Payment due), representing all or a portion of the FILOT Payment, is: \$ _____

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

CAROLINA POLY, INC.

Signature:

Name:

Title:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-31

**AN ORDINANCE TO ACKNOWLEDGE AND AUTHORIZE
THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN OCONEE COUNTY AND THE CITY
OF WALHALLA FOR THE PROVISION OF A COUNTY
MAGISTRATE TO ACT AS MUNICIPAL JUDGE FOR THE
CITY OF WALHALLA; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, South Carolina (“Oconee County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, the City of Walhalla (the “City”) has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction;

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the “Act”), a municipality may contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge;

WHEREAS, significant changes in South Carolina laws have made it impracticable for some municipalities to continue to independently operate municipal courts on an efficient, economical basis;

WHEREAS, the City acknowledges that the Oconee County Magistrate’s Office (“County Magistrate’s Office”) has the capability to provide the City with a county magistrate to act as a municipal judge, to hear and determine all cases under the City’s jurisdiction, thereby providing this vital service to the citizens of Walhalla on an uninterrupted basis with maximum cost efficiency;

WHEREAS, the City is willing to compensate the County Magistrate’s Office for providing the City with a county magistrate to act as a municipal judge, and the City has formally requested a contractual arrangement with the County so that the County Magistrate’s Office may make a county magistrate available to be designated by the City as its municipal judge;

WHEREAS, the County Magistrate’s Office is willing to provide the City with a county magistrate, to act as a municipal judge to hear and determine all cases under the City’s jurisdiction in return for compensation from the City;

WHEREAS, Oconee County recognizes that such an arrangement would efficiently serve the taxpayers of both governmental entities;

WHEREAS, the Chief Magistrate of Oconee County has agreed to seek an Order from the Chief Justice of the South Carolina Supreme Court, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the City and to assign a magistrate to serve as an associate municipal judge;

WHEREAS, through the authority granted by the Act, the City and Oconee County desire to enter into an intergovernmental agreement (the “Agreement”) in the form attached hereto as Exhibit A; and

WHEREAS, pursuant to the Agreement, Oconee County intends to pay the assigned magistrate additional and clearly separate compensation solely for additional duties as a Municipal Judge for the City, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, contingent on the assigned magistrate signing a document acknowledging that the compensation is separate and solely for such additional duties as Municipal Judge.

NOW, THEREFORE, it is hereby ordained, by the Oconee County Council, in meeting duly assembled that:

1. Oconee County, acting by and through the Oconee County Council, hereby acknowledges and accepts the Agreement.
2. The Oconee County Administrator is authorized to execute the Agreement on behalf of Oconee County and to take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. The Oconee County Administrator shall ensure that any payments made to the assigned magistrate pursuant to or as a result of the Agreement are additional and clearly separate compensation, solely for additional duties as a Municipal Judge for the City, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the Oconee County Administrator shall ensure that before any payment is made, the assigned magistrate signs a document acknowledging that the compensation is separate and solely for such additional duties as Municipal Judge and will last only so long as the assigned magistrate is performing such duties.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Chair, Oconee County Council

First Reading: December 06, 2022
Second Reading: December 16, 2022
Third Reading: January 03, 2023
Public Hearing: January 03, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-32**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND [PROJECT GREENPAW], WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE [PROJECT GREENPAW] FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the “MCIP Act”), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park’s boundaries to include new property, and, to the extent provided by the MCIP Act, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except to the extent of the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to permit investors in such property to claim a special source revenue credit against the FILOT Payment revenues the Company would otherwise pay to the County for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act (“Public Infrastructure Reimbursements”);

WHEREAS, based upon representations made by the Company (defined below) to the County, the County intends to provide certain benefits in the nature of Public Infrastructure Reimbursements to [PROJECT GREENPAW], a [STATE] [ENTITY] (the “Company”) to induce the Company to establish a commercial and business facility, which shall consist generally of multifamily residential apartments and town homes, located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$140,000,000 in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for the Development of a Joint County Industrial Park (Project []) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C (the “MCIP Agreement”), pursuant to which certain real property consisting of approximately [] acres located on or about [address/tms number], as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the maintenance of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, after due consideration, based upon the information provided by the Company, the County has determined that entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Findings. Based solely on information provided by the Company, the County Council makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes;

(b) Inasmuch as the Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits;

(c) The Project will constitute a “project” as that term is described in the MCIP Act, and the County’s actions herein will subserve the purposes, and conform to the provisions and requirements, of the MCIP Act, provided, however, the County makes no finding regarding any tax implications relating to or arising out of the MCIP Act and/or the Project;

(d) The Project will not give rise to a pecuniary liability of the County or any charge against its general credit or taxing power; and

(e) The benefits of the Project will be greater than the costs.

Section 2. Multi-County Park. The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or an alternate multi-county industrial or business park pursuant to the provisions of the Act. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. Authorization of an Approval of Form of PIRA, and MCIP Agreement. To promote

industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the PIRA, and the MCIP Agreement are each authorized and approved. The form of the PIRA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B, and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the PIRA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The PIRA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA, and the MCIP Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing and to execute, deliver, and receive each other document, which is reasonably necessary and prudent to effect the execution and delivery of the PIRA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the PIRA, and the MCIP Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Severability.* The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: December [], 2022

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: December 6, 2022
Second Reading: December 16, 2022
Public Hearing: December [], 2022
Third Reading: December [], 2022

EXHIBIT A
DESCRIPTION OF PROJECT SITE
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

EXHIBIT B
FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on [], 2022.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this [] day of [], 2022.

[SEAL]

By: _____
Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 16, 2022

ITEM TITLE:

Title: 2023 Ford F-250, F-450, and F-550

Department: Facilities, Roads, Emergency Services

Amount: \$203,388.00

FINANCIAL IMPACT:

Funds were appropriated for this procurement by Council in the Fiscal Year 2022-2023 budget processes.

Budget: \$203,388.00 Project Cost: \$203,388.00 Balance: \$0.00

Finance Approval: _____

BACKGROUND DESCRIPTION:

On January 18, 2022, Council approved the purchase of a 2022 F-250 for Facilities from Vic Bailey, and a 2022 F-450 for Roads, and a 2022 F-550 for Emergency Services from Herlong Ford. On October 17, 2022, Vic Bailey Ford notified staff that the F-250 would not be manufactured and on November 10, 2022, Herlong Ford notified staff that the 2022 F-450 and 2022 F-550 would not be manufactured.

Staff was notified that Ford opened a short window to reorder these vehicles, with an increased price, until December 23, 2022.

SPECIAL CONSIDERATION(S):

Vic Bailey Ford of Spartanburg, SC is a SC State Contract holder for Ford trucks, contract number 4400029865. Lee Transport Equipment, Inc. of Columbia, SC is the State Contract holder for truck bodies, contract number 440027118. Vic Bailey Ford will coordinate the installation of the utility bodies, so the County will issue on Purchase order to Vic Bailey Ford.

Funding for the F-250 & F-450 will come from Capital Equipment / Vehicle Fund (325).

Funding for the F-550 will come from Emergency Services Capital Vehicle Fund.

ATTACHMENT(S):

1. State Contract Information for Vic Bailey Ford and Lee Transport Equipment
2. Vic Bailey Ford quote for 2023 Ford F-250 for Facilities
3. Vic Bailey Ford & Lee Transport Quote for 2023 Ford F-450 for Roads
4. Vic Bailey Ford & Lee Transport quote for 2023 Ford F-550 for Emergency Services
5. Pricing spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase a F-250 for Facilities, a F-450 for Roads, and a F-550 for Emergency Services from Vic Bailey Ford of Spartanburg, SC in the amount of \$203,388.00.

Submitted or Prepared By: _____
Tronda C Popham, Procurement Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



PROCUREMENT SERVICES

Contract 4400029865

[Back to Initial Screen](#)

Validity Start 09/13/2022
Target Value \$ 9,000,006.00
Bid Invitation [5400023824](#)

Validity End 09/12/2024

Contract Notes

Vendor 7000079092

Vendor Address VIC BAILEY FORD INC
 501 E DANIEL MORGAN AVE
 SPARTANBURG SC 29304-3568

District

E-mail dvetter@vicbaileyauto.com

Telephone (864) 266-4986 ext 267

Fax Number (864) 594-6802

Minority Status Not Applicable

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
ANDERSON, STERLING	GEN MGR.	(864) 585-3600 ext 237	sa@vicbaileyauto.com
CLARY, BRAD	SERVICE MANAGER-FORD LINCOLN MERCURLY	(864) 585-3600 ext 211	bclary@vicbaileyauto.com
VETTER, DAVID	Primary Contact	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com
VETTER, DAVID	Emergency Contact	(864) 585-3600 ext 237	dvetter@vicbaileyauto.com
VETTER, DAVID	FLT SALES MGR	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	08/31/2022 09:08:25 AM

Contract Items

One Item found.

Item Pricing
00002 Ford Vehicles Material Group: 07192 - vans, passenger (regular and handicapped equipped) Agency: Statewide

[Back to Initial Screen](#)



PROCUREMENT SERVICES

[Refresh](#)

Contract 4400027118

[Back to Initial Screen](#)

Validity Start 11/01/2021
Target Value \$ 4,369,110.00
Bid Invitation [5400021785](#)

Validity End 10/31/2023

Contract Notes

Vendor 7000050670

Vendor Address LEE TRANSPORT EQUIP INC
 1300 BLUFF RD
 COLUMBIA SC 29201

District

Telephone (803) 799-7860

Minority Status Not Applicable

Home Page <http://www.leetransport.net>

E-mail jill@leetransport.net

Fax Number (803) 765-0535

Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Statement of Award.pdf	10/11/2021 11:32:34 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing	
00005	Lot 1 - Dump Bodies Material Group: 06530 - dump bodies, hoist subframes, etc. Agency: Statewide
00006	Lot 2 - Platform Bodies Material Group: 06530 - dump bodies, hoist subframes, etc. Agency: Statewide
00007	Lot 3 - Utility Bodies Material Group: 06530 - dump bodies, hoist subframes, etc. Agency: Statewide
00008	Lot 4 - Slope Bodies Material Group: 06530 - dump bodies, hoist subframes, etc. Agency: Statewide

	VIC BAILEY FORD			
	David Vetter 864.585.3600 or 800.922.1365			
	2023 F250 AND F350 PICKUPS			
	Contract #: 4400029865			
	Standard Equipment Included:			
	Trailer Tow Package	Power Steering		
	Automatic Transmission	Power Brakes		
	A/C	Cruise Control		
	AM/ FM Radio	Vinyl 40/20/40 Front Bench Seat		
	Power Windows and Door Locks	Heavy Duty Vinyl Floor		
	ADDITIONAL INCLUDED FACTORY OPTIONS:			
W2B	F250 Crew Cab 4x4 6.75' Bed			
X3E	3.73 Limited Slip Rear Axle (6.8L Gas Engine Only)			
18B	Factory Installed Cab Steps			
	Trailer Tow Package w/ Class V Hitch			
52B	Trailer Brake Controller			
43C	110V/400W Outlet			
435/92	Sliding Rear Window w/ Privacy Glass			
76C	Exterior Back Up Alarm/Chime			
66S	Upfitter Switches			
	SC STATE CONTRACT PRICE:			\$51,107.00
	IMF-Sales Tax			\$500.00
	Bedliner (Spray-In)			\$525.00
	Warn Zeon 12,000lb Winch & Black Grill Guard w/ Steel Cable			\$2,395.00
	Adrian Sinlge Lid Cross Box			\$895.00
	TOTAL SC STATE CONTRACT PRICE:			\$55,422.00

VIC BAILEY FORD			
David Vetter 864.585.3600 or 800.922.1365			
2023 F350, F450 AND F550 DUAL REAR WHEEL CHASSIS MODELS			
Contract #: 4400029865			
Standard Equipment Included:			
Heavy Duty Vinyl Floor	Power Steering		
Automatic Transmission	Power Brakes		
A/C	Cruise Control		
AM/ FM Radio	Vinyl 40/20/40 Front Bench Seat		
Power Windows and Door Locks	Spare Tire and Wheel and Tire Jack Not Included		
ADDITIONAL INCLUDED FACTORY OPTIONS:			
F4H - 169	F450 Regular Cab 4x4 Dual Rear Wheel Chassis w/ 169" Wheelbase and 84" Cab-to-Axle		
99N	7.3L V-8 Gas Engine - Standard for All Models		
XXX	Limited Slip Rear Axle 3.73, 4.10, 4.30 or 4.88		
TGK	225/70x19.5 All Terrain Tires (All Tires Front and Rear - F450 and F550 Models Only)		
18B	Factory Installed Cab Steps		
41P	Skid Plate Package (4x4 Only)		
872	Rear View Camera Prep Kit for Chassis Models - Included w/ 66D Pickup Box Delete		
43C	110V/400W Outlet		
76C	Exterior Back Up Alarm/Chime		
66S	Upfitter Switches		
86M	Dual Batteries - 6.2L and 7.3L Gas Engines		
67B	397 Amp Alternator (7.3L Gas Engine Requires 86M Dual Batteries)		
	SC STATE CONTRACT PRICE:		\$51,658.00
	IMF-Sales Tax		\$500.00
	Flat Bed Body Installed per Lee Quote# GS-12022022-C		\$12,570.00
	Vendor Coordination Fee - When Body Installation on Purchase Order		\$500.00
	TOTAL SC STATE CONTRACT PRICE:		\$65,228.00

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # **CS 102022**
 Date: 12/2/2022
 Phone # 864-723-5552
 Fax#

Oconee County

Personal Contact: Danny Harris

PRICING:

(South Carolina State Contract for Flat Bed Bodies Number #4400027118)

Furnish and install Knapheide model PVMXS 123C, 12' flat bed body State Contract Specifications.	\$ 5,270.00
Add options:	
G2 Liftgate with 1,600# capacity installed.	\$ 3,850.00
ICC Step bumper installed.	INC
Winch	\$ 3,450.00

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: F-450 C/A 84" Paint:

Other Data:

Price:	\$ 12,570.00
Special Discount:	\$ -
Net Price:	\$ 12,570.00
Local Option Tax:	\$ -
State Sales Tax:	
Total Price:	\$ 12,570.00

Tax Exempt No

Terms:

Delivery Date:

Lee Transport Equipment, Inc.

Accepted By

Date:

By: Greg L Stowers

	VIC BAILEY FORD		
	David Vetter 864.585.3600 or 800.922.1365		
	2023 F350, F450 AND F550 DUAL REAR WHEEL CHASSIS MODELS		
	Contract #: 4400029865		
	Standard Equipment Included:		
	Heavy Duty Vinyl Floor	Power Steering	
	Automatic Transmission	Power Brakes	
	A/C	Cruise Control	
	AM/ FM Radio	Vinyl 40/20/40 Front Bench Seat	
	Power Windows and Door Locks	Spare Tire and Wheel and Tire Jack Not Included	
	ADDITIONAL INCLUDED FACTORY OPTIONS:		
W5H - 179	F550 Crew Cab 4x4 Dual Rear Wheel Chassis w/ 179" Wheelbase and 60" Cab-to-Axle		
99N	7.3L V-8 Gas Engine - Standard for All Models		
XXX	Limited Slip Rear Axle 3.73, 4.10, 4.30 or 4.88		
TGK	225/70x19.5 All Terrain Tires (All Tires Front and Rear - F450 and F550 Models Only)		
18B	Factory Installed Cab Steps		
41P	Skid Plate Package (4x4 Only)		
872	Rear View Camera Prep Kit for Chassis Models - Included w/ 66D Pickup Box Delete		
43C	110V/400W Outlet		
76C	Exterior Back Up Alarm/Chime		
86M	Dual Batteries - 6.2L and 7.3L Gas Engines		
67B	397 Amp Alternator (7.3L Gas Engine Requires 86M Dual Batteries)		
	SC STATE CONTRACT PRICE:		\$56,344.00
	IMF-Sales Tax		\$500.00
	Custom Body Installed per Lee Quote# BC102522A		\$25,094.00
	Vendor Coordination Fee - When Body Installation on Purchase Order		\$800.00
	TOTAL SC STATE CONTRACT PRICE:		\$82,738.00
	AVAILABLE FACTORY INSTALLED OPTIONS - SELECT NEEDED OPTIONS:		
	Tires and Wheels		
512	Spare Tire and Wheel		
61J	Tire Jack		
	Groups and Packages		
96V	XL Chrome Package		
86S	Low Deflection Package - F450 and F550 Only		
41H	Engine Block Heater		
	Electrical - Battery and Alternator Options:		
	Exterior Options		
76S	Remote Start		
61S	Splash Guards - Front Only		
61L	Wheel Well - Front Only		
592	Roof Clearance Lights - Standard		
	Functional Options:		
66S	Upfitter Switches		
	Seating Options - XL Package - Super/Extended Cab Models:		
4	Cloth 40/Mini-Console/ 40 Seats		
1	Cloth 40/20/40 Bench Seat		
L	Vinyl 40/Mini-Console/ 40 Seats		

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote # **BC102522A**
 Date: 12/1/2022
 Phone # 864-710-1548
 Fax #
PRICING:

OCONEE COUNTY EMERGENCY SERVICES

Personal Contact: **MIKE CARROLL**

	\$ -
REF SC STATE CONTRACT FOR UTILITY BODIES	\$ -
REF FORD F550 WITH 60" CAB TO AXLE	\$ -
BASE BED MODEL 6108D54 FULL HEIGHT 9' LONG PAINTED WHITE AND INSTALLED	\$ 9,491.00
	\$ -
OPTIONS:	\$ -
CUSTOM BODY WITH FULL LENGTH TOPSIDE BOXES, LIFT UP DOORS WITH GAS PROPS	\$ 10,588.00
14" DEEP BUMPER (STD IS 8.88") WITH INTEGRATED RECEIVER HITCH	\$ -
BULKHEAD EXTENSION TO WORK WITH PACE EDWARDS COVER (MANUAL) INSTALLED	\$ -
ALUMINUM FUEL FILLER, SOLID REAR PANELS	\$ -
12" HIGH FALSE FLOOR, TAILGATE COVERS FALSE FLOOR	\$ -
7 WAY PLUG FOR BUMPER HITCH	\$ 95.00
SPRAY LINER IN CARGO AREA (TOP OF FALSE FLOOR, UP SIDES, BULKHEAD, TAILGATE	\$ 835.00
FREIGHT SURCHARGE (QUINCY IL TO COLUMBIA SC)	\$ 890.00
	\$ -
CANNOT PAINT INSIDE FALSE FLOOR AREA	\$ -
DOES NOT INCLUDE SLIDE OUTS IN CARGO AREA OR SAFETY LIGHTING	\$ -
THAT IS SHOWN ON KNAPHEIDE WEBSITE	\$ -
	\$ -
PRICE GOOD FOR ORDERS PLACED ON OR BEFORE 1-15-23	\$ -
	\$ -
LEAD TIME IS APPROXIMATELY 6 MONTHS	\$ -
	\$ -
WARN M15 WINCH ON BLACK GRILLE GUARD	\$ 3,195.00
	\$ -
	\$ -
	\$ -
	\$ -

Insurance: Customers chassis covered with primary coverage insurance while
 in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: _____ Paint: _____
 Other Data: _____

Price: \$ 25,094.00
 Special Discount: \$ -
 Net Price: _____
 Local Option Tax: \$ -
 State Sales Tax: \$ -
 Total Price: \$ 25,094.00

Tax Exempt No: _____ Terms: _____ Delivery Date: _____
 Accepted By: _____ Date: _____

Lee Transport Equipment, Inc.
 By: **Bill Cecil**

Three Ford Trucks
Vic Bailey Ford, Spartanburg, SC
SC State Contract Number 4400029865

2023 FORD F-250 FOR FACILITIES		
		VIC BAILEY FORD
QTY	DESCRIPTION	SPARTANBURG, SC
	2023 FORD F-250 PICKUP TO INCLUDE: TRAILER TWO PACKAGE, AUTOMATIC TRANSMISSION, A/C, AM/FM RADIO, POWER WINDOWS AND DOOR LOCKS, POWER STEERING, POWER BRAKES, CRUISE CONTROL, VINYL 40/20/40 FRONT BENCH SEAT, 1 HEAVY DUTY VINYL FLOOR	\$51,107.00
ADDED/DEDUCTED OPTIONS		\$3,815.00
	SC STATE CONTRACT (4400029865) PRICE	\$54,922.00
	SC IMF FEE	\$500.00
	GRAND TOTAL	\$55,422.00

2023 FORD F-450 FOR ROADS & BRIDGES		
		VIC BAILEY FORD
QTY	DESCRIPTION	SPARTANBURG, SC
	2023 FORD F-450 DUAL REAR WHEEL CHASSIS TO INCLUDE: HEAVY DUTY VINYL FLOOR, AUTOMATIC TRANSMISSION, A/C, AM/FM RADIO, POWER WINDOWS AND DOOR LOCKS, POWER STEERING, POWER BRAKES, CRUISE CONTROL, VINYL 40/20/40 FRONT BENCH SEAT, 1 SPARE TIRE AND WHEEL AND TIRE JACK (NOT INCLUDED)	Included
ADDED/DEDUCTED OPTIONS		Included
	SC STATE CONTRACT (4400029865) PRICE	\$51,658.00
	SC IMF FEE	\$500.00
	LEE TRANSPORT Quote for Body	\$12,570.00
	VENDOR COORDINATION FEE	\$500.00
	GRAND TOTAL	\$65,228.00

2023 FORD F-550 FOR EMERGENCY SERVICES		
		VIC BAILEY FORD
QTY	DESCRIPTION	SPARTANBURG, SC
	2023 FORD F-550 DUAL REAR WHEEL CHASSIS TO INCLUDE: HEAVY DUTY VINYL FLOOR, AUTOMATIC TRANSMISSION, A/C, AM/FM RADIO, POWER WINDOWS AND DOOR LOCKS, POWER STEERING, POWER BRAKES, CRUISE CONTROL, VINYL 40/20/40 FRONT BENCH SEAT, 1 SPARE TIRE AND WHEEL AND TIRE JACK (NOT INCLUDED)	Included
ADDED/DEDUCTED OPTIONS		Included
	SC STATE CONTRACT (4400029865) PRICE	\$56,344.00
	SC IMF FEE	\$500.00
	LEE TRANSPORT Quote for Body	\$25,094.00
	VENDOR COORDINATION FEE	\$800.00
	GRAND TOTAL	\$82,738.00
	Grand Total (3 Trucks)	\$203,388.00

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Special Council Meeting, December 16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 11/10/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
11/10/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

THURSDAY, NOVEMBER 10, 2022

Ridge Blvd., Suite 205, Seneca, South Carolina, 29672, within thirty (30) days from the date of publication hereof, exclusive of the day of such service. If you fail to answer the Petition within the time aforesaid, the Plaintiff in this action will apply to the Court, above named, for judgment by default to be rendered against you for the relief demanded in the Petition. This notice shall also serve as notice of Hearing for this matter, to take place on December 8th, 2022, at 10:00 AM at the Oconee County Probate Court, 415 S. Pine St., Walhalla, SC 29691. In addition to reviewing the Summons and Petition at the Probate Court, a copy may be requested from the attorney for Petitioner: William K. Hubbard, Hubbard & Gottschall Law, Ltd. Co., 1510 Blue Ridge Blvd., Suite 205, Seneca, South Carolina 29672, (864) 280-9840.

THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FUND, ALL IN OCONEE COUNTY FUND, FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, IN ORDER TO EFFECT A SUPPLEMENTAL APPROPRIATION; AND OTHER MATTERS RELATED THERETO.

The Oconee County Council will hold a Special Council Meeting on Friday, December 16, 2022 at 10 a.m. in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691.

There will be public hearings held at 10 a.m. Friday, December 16, 2022 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC for the following:

ORDINANCE 2022-24 AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2022-28 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF UP TO \$2,000,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF PROVIDING ADDITIONAL FUNDING FOR THE SEWER SOUTH PROJECT; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2022-30 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF SIX HUNDRED THIRTY EIGHT THOUSAND, TWO HUNDRED TWENTY-NINE AND 00/100 (\$638,229.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR CONSTRUCTION OF BOUNTYLAND FIRE SUBSTATION; AND OTHER MATTERS RELATED THERETO.

Westminster Mini Storage
1900A Toccoa Hwy Westminster

Notice of Public Hearing

Thursday 22, 2022 at 6PM
This meeting will be held in person at 415 S. Pine St. Walhalla, SC 29691 in Council Chambers.

You may also view on youtube.com, subscribe to "YourOconee".

The Oconee County Board of Zoning Appeals will hear:

- 1) Special Exemption SE22-007, for a communication tower, and Variance application VA22-0014 requesting a 216' height variance (175' maximum), 216' fall zone variance (300' requirement), and variance from proximity to a church (Faith Baptist Church)

There are two methods of providing public input prior to the meeting.

Please be advised the deadline for written public input is Tuesday December 20, 2022 at 4:59pm.

Email: planninginfo@oconeesc.com

Mail: Oconee County Administrative Offices-Planning Department, 415 South Pine Street, Walhalla, SC 29691.

For more information call 864-638-4218.

There will be public hearings held at 6 p.m. Tuesday December 6, 2022 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC for the following:

ORDINANCE 2022-22 AN ORDINANCE AMENDING CHAPTER 32

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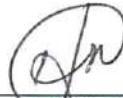
PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing, December 16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 11/10/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
11/10/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

Ridge Blvd., Suite 205, Seneca, South Carolina, 29672, within thirty (30) days from the date of publication hereof, exclusive of the day of such service. If you fail to answer the Petition within the time aforesaid, the Plaintiff in this action will apply to the Court, above named, for judgment by default to be rendered against you for the relief demanded in the Petition. This notice shall also serve as a Notice of Hearing for this matter to take place on December 8th, 2022, at 10:00 AM at the Oconee County Probate Court, 415 S. Pine St., Walhalla, SC 29691. In addition to reviewing the Summons and Petition at the Probate Court, a copy may be requested from the attorney for Petitioner: William K. Hubbard, Hubbard & Gottschall Law, Ltd. Co., 1510 Blue Ridge Blvd., Suite 205, Seneca, South Carolina 29672, (864) 280-9840.

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ORDINANCE 2022-24 AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.
ORDINANCE 2022-28 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF UP TO \$2,000,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF PROVIDING ADDITIONAL FUNDING FOR THE SEWER SOUTH PROJECT; AND OTHER MATTERS RELATED THERETO.
ORDINANCE 2022-30 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF SIX HUNDRED THIRTY-EIGHT THOUSAND, TWO HUNDRED TWENTY-NINE AND 00/100 (\$638,229.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR CONSTRUCTION OF THE BOUNTYLAND FIRE SUBSTATION; AND OTHER MATTERS RELATED THERETO.

Notice of Public Hearing
Thursday 22, 2022 at 6PM
This meeting will be held in person at 415 S. Pine St. Walhalla, SC 29691 in Council Chambers.
You may also view on youtube.com, subscribe to "YourOconee".
The Oconee County Board of Zoning Appeals will hear:
1) Special Exemption SE22-007, for a communication tower, and Variance application VA22-0014 requesting a 216' height variance (175' maximum), 216' fall zone variance (300' requirement), and variance from proximity to a church (Faith Baptist Church)
There are two methods of providing public input prior to the meeting. Please be advised the deadline for written public input is Tuesday December 20, 2022 at 4:59pm.
-Email: planninginfo@oconeesc.com
-Mail: Oconee County Administrative Offices-Planning Department, 415 South Pine Street, Walhalla, SC 29691.
-For more information call 864-638-4218.

There will be public hearings held at 6 p.m. Tuesday December 6, 2022 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC for the following:
ORDINANCE 2022-22 AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY ADDING A PROVISION PROVIDING FOR PREAPPROVAL BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN RELATION

Westminster Mini Storage of 1900A Toccoa Hwy Westminster SC will be holding a closed bid auction on Friday November 18th from 3pm-4pm.

The following contents include:
#16 Malena Hendrix Furniture
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NOTICE OF PUBLIC HEARING
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-33

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Council of Oconee County (the "County Council"), South Carolina, in the County Council Chambers, 415 South Pine Street, Walhalla, South Carolina, on December 16, 2022, at 10:00 a.m.

The purpose of such public hearing is to consider an ordinance authorizing the execution and delivery of a Fee-in-Lieu of Tax Agreement by and between Oconee County and Carolina Poly, Inc., whereby Oconee County will enter into a Fee-in-Lieu of Tax Agreement with Carolina Poly, Inc., and providing for payment by Carolina Poly, Inc. of certain fees-in-lieu of ad valorem taxes; providing for special source revenue credits in connection with such agreement; providing for the location of the company's property in a multi-county industrial/business park; and other matters relating thereto.

At the public hearing all taxpayers and residents of Oconee County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Oconee County 2022 Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2022 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2022



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

ROOM FOR RENT

to Clemson Univ. student.
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\$600 bucks.
864-710-1704.

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ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

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ANNOUNCEMENTS

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16. October 17, 2022
17. November 7, 2022
18. November 21, 2022
19. December 5, 2022
20. December 19, 2022
21. January 16, 2023

The Oconee County Council will meet in 2022 at 6 p.m. on the first and third Tuesday of each month with the following exceptions:
July & August meetings, which will be only on the third Tuesday of each of these months;
December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 18, 2022 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 3, 2023 in Council Chambers at which point they will establish their 2023 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 18, 2022 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2022 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 15, April 5, July 19, & September 20, 2022.

The Transportation Committee at 4:30 p.m. on the following dates: February 15, April 19 [4:00 p.m.], July 19, & September 20, 2022.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 15, May 17, August 16, & October 18, 2022.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 18 [Strategic Planning Retreat] & March 18 [Budget Workshop] and 4:30 p.m. on the following dates: March 1, April 19, & May 3, 2022.

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Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

From: [melroth](#)
To: [Jennifer C. Adams](#)
Subject: County Council Hearing - in support of restoring the density requirement integrity; remove the work around option
Date: Wednesday, December 7, 2022 6:03:05 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



My understanding is that the posters put up by Oconee County announcing a hearing by the County Council on December 16th, 2022, is about a proposed change to the Lake Overlay, particularly, regarding a maximum density of two lots per acre. I understand it is possible under some circumstances for a developer to meet the overall density requirement by clustering small lots of ¼ acre or less on the waterfront, with larger lots or common open space further back to satisfy the overall 2 lots/acre.

The proposed change to the Overlay removes this option and ensures that lake front lots will be a minimum of ½ acre. I am in adamant support of this change for a number of reasons, including maintaining the integrity of the lake. Specifically, a shoreline that is not appealing, and jumbled, not only devalues the lake but surrounding areas; density increase leads to overcrowding dangers and resource abuse; and increased use causes wildlife and environmental damage.

Because I cannot attend the hearing at 10am, Friday, December 16th, I am sending this email to jennifercadams@oconeesc.com stating my vehement support for the intent of the provision, **that each lot truly should be 2 lots/acre, with no work around to subvert the density requirement.**

Thank you for your work on this matter,
Melissa Rothring

From: [Pat Loftis](#)
To: [Jennifer C. Adams](#)
Subject: Lake Keowee lots 1/2 acre
Date: Wednesday, December 7, 2022 2:19:53 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

December 7, 2022

Please consider passing the ordinance to require all Lake Keowee Waterfront lots to be at least minimum 1/2 acre. Lake Keowee is a valuable asset to all families living in Oconee county and should be protected. The majority of families living here are full time residents and moved here to enjoy the peace and tranquillity of our beautiful county. The lake is a major draw for its beauty and cleanliness. Allowing smaller lots encourages tiny homes and campsites for weekends and vacationers causing overcrowding and destruction of the lake. Plus decreasing value of nearby Lake Keowee homes and entire subdivisions.

I'm a longtime Realtor of 38 years selling waterfront properties and listening to people describing their reasons for moving to Oconee county. Top of the list is natural beauty, pristine Lake Keowee, 4 beautiful seasons and quality of life for primary living.

I respectfully ask you to take a stand to ensure our quality of life living on Lake keowee by requiring a minimum of 1/2 acre for development on waterfront lots.

Kindest regards,
Pat Loftis

Patricia Loftis
Keller Williams
455-D Bypass 123
Seneca, SC 29678
864-710-8602
loftispat@gmail.com
[PatLoftis.com](#)

From: [Serge Guillot](#)
To: [Jennifer C. Adams](#)
Subject: County Council Hearing for Minimum Half-Acre Lot Size for Properties on Shores of Lake Keowee (Lake Overlay Revision)
Date: Wednesday, December 7, 2022 3:21:43 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



We support the change to the minimum half-acre lot size for properties on the shores of Lake Keowee.

We live on the lake have lake front.

We moved from a lake in Michigan where there were houses every 100 ft. It was very crowded and very unsafe. Docks were very close to each other and boat traffic was very unsafe. There was little space between docks to enjoy the water, which forced more people to anchor out in the middle of the lake. We had severe lake front crowding to say the least.

We were forced to put in a sewer system because of the number of septic tanks and fields.

All you saw was docks and houses, no green space. It was very unappealing.

We strongly support this measure to reduce the number of homes on less than a half of an acre on the lake front.

Thank you,

*Serge and Darlene Guillot
700 Clearlake Pointe
Seneca SC. 29672*

From: [Cheryl Miller](#)
To: [Jennifer C. Adams](#)
Subject: Lake Keowee lot size
Date: Thursday, December 8, 2022 9:24:46 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Jennifer,

I'm writing to voice my concern about the undeveloped lots on Lake Keowee and would encourage that these lots are not divided in such a way that alters the aesthetics of our lakefront. I'm from Indiana and the cottage after cottage after cottage on the lakes there is most unattractive and I believe harmful to the overall environment of the lakes there. I would not want that for our lake here. A shoreline with a visual appearance that is jumbled, disruptive, and unappealing is not the desirable look for Lake Keowee. Neither is tiny home development that is out of character for the majority of Lake Keowee or the potential for lake front crowding that may result in increased erosion and sediment runoff.

Thank you.

Cheryl Miller

Homeowner on Lake Keowee

Sent from my iPhone

From: SLewis@h2l.com
To: [Jennifer C. Adams](mailto:Jennifer.C.Adams)
Subject: Ordinance 2022-24
Date: Friday, December 9, 2022 4:33:32 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



To: Members of Oconee County Council

% of Jennifer C. Adams, Clerk
Walhalla, SC

Subject: Ordinance 2022-24, Lake Overlay Revisions

Please accept this writing as my endorsement and strong request for passage of the captioned ordinance.

The proposed change to establish a minimum lot size of 1/2 acre within 200 feet horizontally from the full pool contours of Lakes Keowee and Jocassee makes good sense for everyone interested in the continued attraction of Oconee County to existing residents and to those considering a move to this area of the state.

Since the proposed overlay change would apply only on a "going forward" basis for development of lakefront property, the owners of undeveloped contiguous lakefront land are not restricted from the current use of their properties and stand to recognize greater value for any future development of the land they hold.

I am a resident of Oconee and live within the boundary of the Lake Overlay. For the development of land within the proposed overlay revision, and especially the residential development of land within the proposed overlay revision, lots of 1/2 acre or greater are certainly needed to establish the character and value of construction appropriate for lakefront property.

Developments utilizing small and congested layout patterns do not generally promote the type design, construction, and maintenance of building properties needed to preserve investments already made by many of us living within lakefront developments.

It is most important, also, that we remain true to the promotion of this unique location in the northwest corner of South Carolina known as the GOLDEN CORNER. The creation of a 200 foot protective strip along the Keowee and Jocassee shorelines is an effective way to help do that.

For the appeal of Oconee County to others both inside and outside our state who seek refined and comfortable lake side living, and also to preserve the quality of lake life we currently enjoy, I request your approval of the proposed Ordinance 2022-24.

With appreciation for your time,

L G (Skip) Lewis
H2L Consulting Engineers
116 South Pleasantburg Dr.
Greenville, SC 29607
(864) 233-8844

From: [Robert Bell](#)
To: [Jennifer C. Adams](#)
Subject: County Council Hearing, December 16,2022
Date: Saturday, December 10, 2022 4:55:58 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

We strongly support revising the lot size minimum in the lake overlay area to read "1/2 acre" and thank the council for its efforts in preserving our community.

Robert W. Bell
Ellen C. Bell

176 South Oak Pointe Dr.
Seneca, C. 29672

From: [Jen Nagle](#)
To: [Jennifer C. Adams](#)
Subject: Lake keowee ordinance
Date: Monday, December 12, 2022 2:43:44 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Hello Jennifer. I'd like to share my opinion on the idea of limiting tiny lots on lake keowee. I strongly disagree with limiting peoples choices as to being able to afford a chance to live on a lake. There is no doubt in my mind that a desicion like this will have consequences to the community since it is based on affordability. Segregation leads to increase in crime. The idea does not consider the community as a whole. There is not enough free access to the lake as is for those who are not on the lake. The lake is a resource for all to enjoy. Please consider what is happening to the mountain resort areas. This hoarding of space is not the right thing to do. It is certainly not the Christian thing to do. Thank you for your time. Jen nagle

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: proposed ordinance
Date: Tuesday, December 13, 2022 10:43:49 AM

For Friday.

Thanks,

James Coley
Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218

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-----Original Message-----

From: Debra Lamb [<mailto:dal21lamb@gmail.com>]
Sent: Tuesday, December 13, 2022 10:38 AM
To: James Coley <jcoley@oconeesc.com>
Subject: proposed ordinance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Mr. Coley,

I can not attend the meeting on Friday but wanted to express my view. I am in favor of the proposed ordinance which restricts lakefront lots to a minimum of 1/2 acre.

Thank you,
Debra Lamb
156 Kokomo Way
Seneca, SC 29672

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Lake Overlay Ordinance
Date: Tuesday, December 13, 2022 7:57:05 AM
Attachments: [image001.png](#)

For Friday.

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: Jim Corey [mailto:jlscorey@gmail.com]
Sent: Monday, December 12, 2022 7:26 PM
To: James Coley <jcoley@oconeesc.com>
Subject: Lake Overlay Ordinance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



I will not be able to attend the special County Council meeting on December 16 as I volunteer at the Golden Corner Food Pantry on Fridays.

I want to express my support for the proposed lake overlay revisions to restrict lakefront lots to a minimum of 1/2 acre while maintaining overall density at 2 homes per acre. I believe this will protect the scenic character of the lake, limit the impact of new houses on the lake, and enhance property values while increasing the tax base for the county.

Regards.

Jim Corey
803 Barnes Rd.
Seneca, SC 29672

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Proposed ordinance Dec. 16th meeting
Date: Tuesday, December 13, 2022 7:56:45 AM

For Friday.

Thanks,

James Coley
Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218

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-----Original Message-----

From: jeff Soowal [<mailto:jsowal@gmail.com>]
Sent: Monday, December 12, 2022 8:49 PM
To: James Coley <jcoley@oconeesc.com>
Subject: Proposed ordinance Dec. 16th meeting

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Dear Mr.Coley,

I will not be able to attend the meeting on December 16. However, I would like to voice my opinion and state that I think the current lake lot size of 1/4 acre should remain in place. I think it would be wrong to change the rules, especially for people who purchased a 1/4 acre lot and have not yet been able to build a home. At the very least, those people should be grandfathered in. For perspective, I do live on the lake and have owned my home/property for twenty two years.

Thank you for your consideration.

Sincerely,

Lynn Soowal
18030 Mallard Bend Rd.
Seneca

From: jaysavan@netzero.net
To: [Jennifer C. Adams](#)
Subject: 12/16 Council Meeting: Lake Overlay Revision / Minimum 1/2 Acre Lot Si ze
Date: Tuesday, December 13, 2022 2:40:23 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Good afternoon, Ms. Adams,

I'm a citizen of Oconee County and may not be able to attend Friday's Council meeting but want to share my thoughts on the referenced item on the agenda. In short, I'm in favor of the proposed change to Section 38-11.1(d)(1), Subsection a.1.

As you know, properties on the shores of Lakes Keowee and Jocassee have developed with the vast majority of lots at least a half-acre in size. Currently, the Lake Overlay specifies a maximum density of two lots per acre. While this sounds like a minimum lot size of a half-acre, it is possible under some circumstances for a developer to meet the overall density requirement by clustering small lots of 1/4 acre or less on the waterfront, with larger lots or common open space further back to satisfy the overall 2 lots/acre. The proposed change to the Overlay removes this option and ensures that lake front lots will be a minimum of 1/2 acre, which I support because it will help ensure the beauty of our shoreline and maintenance of property values by avoiding:

- A shoreline with a visual appearance that is jumbled, disruptive, and unappealing is the case in other nearby lakes (e.g., Lake Lanier)
- Tiny home development that is out of character for the majority of Lake Keowee;
- Potential for lake front crowding that may result in increased erosion and sediment runoff; and
- Increased wildlife disruption and boating pressure associated with increased housing density.

I would appreciate your sharing my comments with the Council members. Thank you for your attention.

Merry Christmas,

Jay Savan
103 Rollingwood Drive, Seneca SC 28672
314 603 0595 mobile
jaysavan@netzero.net

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: Fwd: Ordinance 2022-24
Date: Tuesday, December 13, 2022 2:48:18 PM

Another one

Sent from my iPhone

Begin forwarded message:

From: Stoneledge HOA <hoa@stoneledgehoa.com>
Date: December 13, 2022 at 1:39:39 PM EST
To: James Coley <jcoley@oconeesc.com>
Subject: Ordinance 2022-24

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Director Coley,

The Board of Directors of Stoneledge at Lake Keowee Owners Association, on behalf of 80 homeowners, would like to express support for proposed ordinance 2022-24.

We see this change as a way to minimize the impact on Lake Keowee by storm runoff, sewage, docks, and interference with wildlife.

Lake Keowee is a gem, and development of residential lots of at least ½ acre will help ensure it stays that way. It will minimize the potential for shoreline erosion, runoff and overcrowding of the shoreline.

Measures taken by Duke Power and Crescent Communities early on helped to make sure Lake Keowee did not succumb to the congestion seen in nearby areas such as Lake Lanier or Lake Norman. Lake Keowee has overwhelmingly been developed with lots of at least ½ acre and in our view this ordinance will help to make sure that is the case for future development.

Please vote yes on this ordinance.

Thank you,

Stoneledge at Lake Keowee Board of Directors

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Ordinance 2022-24
Date: Tuesday, December 13, 2022 3:27:48 PM
Attachments: [image001.png](#)

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: gariverrats@comporium.net [mailto:gariverrats@comporium.net]
Sent: Tuesday, December 13, 2022 3:03 PM
To: James Coley <jcoley@oconeesc.com>
Subject: Ordinance 2022-24

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Director Coley,

I would like to express support for proposed ordinance 2022-24.

I see this change as a way to minimize the impact on Lake Keowee by storm runoff, sewage,

docks, and interference with wildlife---all aimed at protecting our high water quality lake and valued wildlife..

Lake Keowee is a gem, and development of residential lots of at least ½ acre will help ensure it stays that way. It will minimize the potential for shoreline erosion, runoff and overcrowding of the shoreline.

Measures taken by Duke Power and Crescent Communities early on helped to make sure Lake Keowee did not succumb to the congestion seen in nearby areas such as Lake Lanier or Lake Norman. Lake Keowee has overwhelmingly been developed with lots of at least ½ acre and in my view this ordinance will help to make sure that is the case for future development.

Please vote yes on this ordinance.

Thank you, Paul Gary Faulkenberry

Homeowner on Lake Keowee

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Proposed Ordinance 2022-24
Date: Wednesday, December 14, 2022 10:28:35 AM
Attachments: [image001.png](#)

For Friday.

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: Charlie Castilano [mailto:ccastilano@gmail.com]
Sent: Wednesday, December 14, 2022 10:23 AM
To: James Coley <jcoley@oconeesc.com>
Subject: Proposed Ordinance 2022-24

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Dear Mr. Coley,

We are homeowners at Stoneledge at Lake Keowee, and are aware of the proposed change to

limit lakefront lots to a minimum of 1/2 acre while maintaining overall density to 2/acre.

We support this change for the following reasons:

- One of the most appealing features of Lake Keowee is its scenic natural openness resulting from relatively low density development in the past. It is a major reason that we decided to purchase a home here. We believe that the way it has been developed should continue to be an attraction to the area.

- Preventing saturation of shoreline development will also favorably affect the number of watercraft that operate in the lake, particularly on weekends and holidays. Again, the quietness of Lake Keowee is one of its leading desirable attractions for visitors, as well as current and potential property owners.

Please feel free to share our comments at the Special Council meeting on the 16th.

Thanks and best regards,
Charlie & Barb Castilano

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Lot size proposal
Date: Wednesday, December 14, 2022 10:28:52 AM
Attachments: [image001.png](#)

For Friday.

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: Judy McNeely [mailto:JMcNeely@gsg-sc.com]
Sent: Wednesday, December 14, 2022 9:52 AM
To: James Coley <jcoley@oconeesc.com>
Subject: Lot size proposal

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



I support the proposal for lot restriction on lakefront lots

Thank you
Judy McNeely
864-630-4416

Get [Outlook for iOS](#)

From: [Keane J Terry](#)
To: [Jennifer C. Adams](#)
Subject: RE: Lake Overlay, Dec 16 Council Meeting
Date: Wednesday, December 14, 2022 10:59:33 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Dear County Councilmen:

I'm Terry Keane and live at 1632 Keowee Lakeshore Dr in Seneca. I'd like to urge County Council to approve the rewording of the 1/2 acre restriction. It makes sense to revise this wording to follow the intent of the original ordinance, help maintain the pristine beauty of the lake, reduce toxic runoff to the lake and generally enhance the enjoyment of the lake for everyone.

Thank you for your consideration

Terry Keane

From: [Robert Miterko](#)
To: [Jennifer C. Adams](#)
Subject: Lake Overlay Ordinance
Date: Wednesday, December 14, 2022 1:00:36 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Oconee County Council:

As homeowner, taxpayer and member of the Lake Keowee community, my wife and I would like to voice our point of view against the Lake Overlay Ordinance change. While living on the lake, we have experienced erosion and sediment run-off from existing and approved new building construction as it is. We should not encourage a change which could be only more disruptive and unappealing to the shore line or potential lakefront crowding.

Thank you.

Respectfully,

Robert & Cheryl Miterko
162 South Oak Pointe Drive
Seneca SC

From: [Lee Nicholson](#)
To: [Jennifer C. Adams](#)
Subject: Fw: Keowee Key: Message from Advocates for Quality Development (AQD)
Date: Wednesday, December 14, 2022 7:59:17 PM

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Jennifer,

We have a house on Lake Keowee at Keowee Key. We have been there since 2004.

I am supportive of the half-acre requirement, although I would also like to see it combined with 100 to 150 foot frontage requirement.

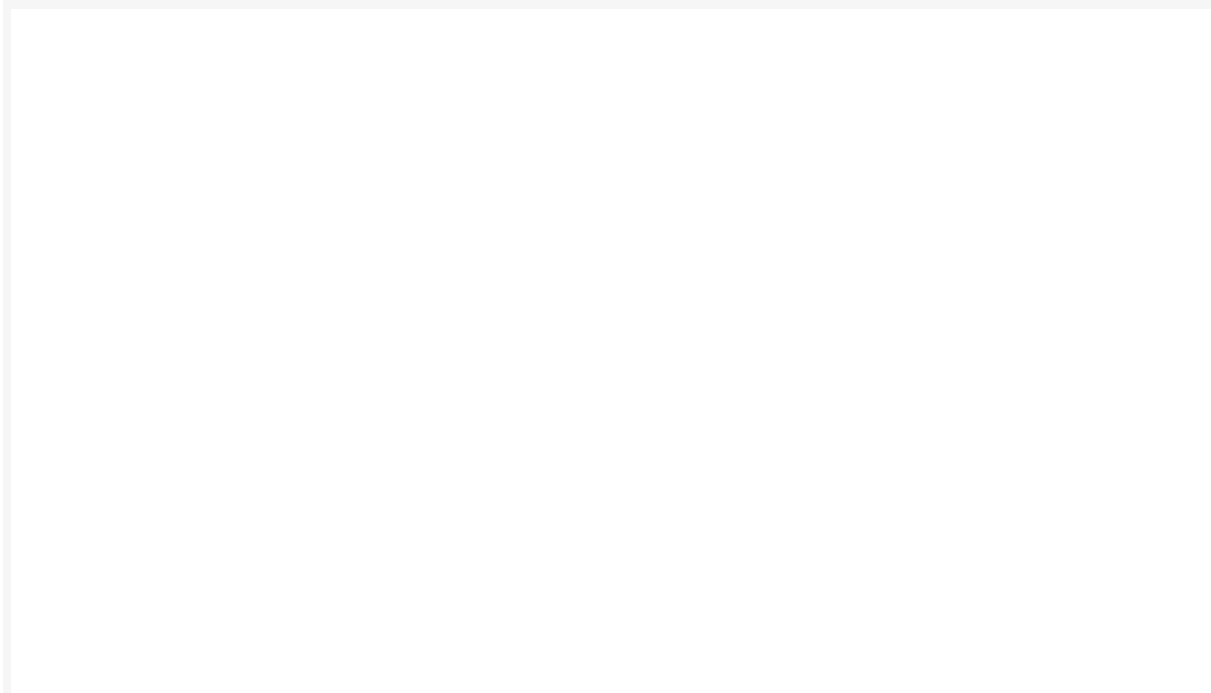
I won't be at the hearing, but this should suffice as being supportive of changing the requirement language.

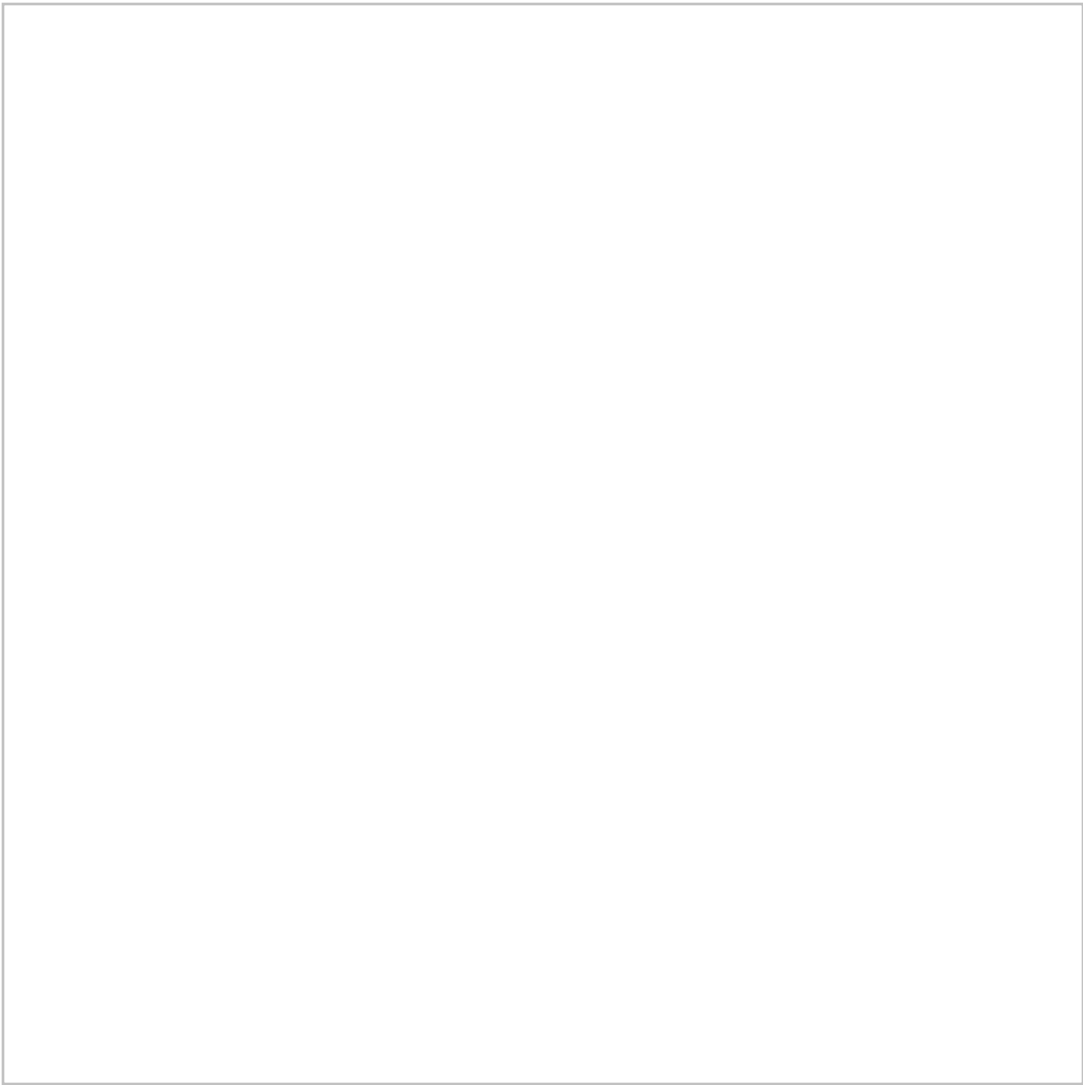
Best regards,
Lee Nicholson
71 Mainsail Drive
Salem, SC 29676

----- Forwarded Message -----

From: Keowee Key <unmonitoredmailbox@keowee-key.com>
To: LELAND NICHOLSON <lbnicholson@att.net>
Sent: Wednesday, December 14, 2022 at 07:19:11 PM EST
Subject: Keowee Key: Message from Advocates for Quality Development (AQD)

Trouble viewing this email? [Read it online](#)





County Council Hearing for Minimum 1/2 Acre Lot Size for Properties on Shorea of Lake Keowee

The Keowee Key Property Owner's Association is a member of Advocates for Quality Development (AQD), a nonprofit that works diligently in both Oconee and Pickens Counties to protect our watershed, public safety, and the environment.

For information pertaining to an Oconee Council hearing for minimum 1/2 acre lot sizes for properties on the shore of Lake Keowee, click [HERE](#).

Replies to emails sent from this address are not monitored. If you have questions pertaining this subject, please send them to AQDupstate@gmail.com

This email was intended for Ibnicholson@att.net by Keowee Key
1392 Stamp Creek Rd | Salem | SC | 29676
[Update Preferences](#) | [Unsubscribe](#)

From: [Gary Crumbley](#)
To: [Jennifer C. Adams](#)
Subject: Minimum Half-Acre Lot Size for Properties on Shores of Lake Keowee (Lake Overlay Revision)
Date: Wednesday, December 14, 2022 8:34:26 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

I SUPPORT THIS CHANGE 100 PERCENT!!!

Thanks Gary and Valorie Crumbley

From: [Scott Calderwood](#)
To: [Jennifer C. Adams](#)
Subject: Minimum Half Acre Lot Size for new Lots on Lake Keowee Shoreline Change to Lake Overlay
Date: Thursday, December 15, 2022 12:00:06 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Oconee County Council Members

I am writing to express my support for the proposed change to the Lake Keowee Overlay that will REQUIRE LAKE FRONT LOT SIZE IS A MINIMUM OF 1/2 ACRE.

The proposed change will help protect the beauty and water quality of Lake Keowee for future generations to enjoy.

I urge you to vote for the proposed change.

Thank you

Scott Calderwood
FOLKS LAKE SWEEP COORDINATOR
26 Lash Up Ln
Salem, SC 29676
802-274-9295

From: [Dan Doherty](#)
To: [Council Clerk Info](#)
Subject: Proposed Ordinance 2022-24
Date: Thursday, December 15, 2022 11:46:52 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



I am writing to voice my opposition to the Subject Proposed Ordinance 2022-24, an ordinance amending CHAPTER 38 of THE OCONEE COUNTY CODE OF ORDINANCES.

Chapter 38 was enacted to protect lake quality, the lake front, and lake front property values for the thousands of residents and visitors to our county. This proposed amendment is a direct assault of the protection afforded residents in Chapter 38 for the sole purpose of providing financial benefit for land developers proposing this change. We like so many others moved to Lake Keowee because of the beauty of the lake and surrounded area and the governance that protected the County so well.

Respectfully submitted,
Daniel & Cynthia Doherty
612 N Flagship Drive
Salem, SC 29676

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Lake Overlay Ordinance
Date: Thursday, December 15, 2022 3:34:26 PM
Attachments: [image001.png](#)

For Friday

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: Dottie Corey [mailto:dottiemcorey@gmail.com]
Sent: Thursday, December 15, 2022 3:28 PM
To: James Coley <jcoley@oconeesc.com>
Subject: Lake Overlay Ordinance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



I will not be able to attend the special Oconee County Council meeting on December 16. So, I would like to express my support for the proposed lake overlay revisions to restrict lake lots to 1/2 acre with overall density at 2 homes per acre.

Sincerely,

Dottie Corey
Seneca

From: [James Coley](#)
To: [Jennifer C. Adams](#)
Subject: FW: Lot Density Proposal Being Discussed Today
Date: Friday, December 16, 2022 8:04:48 AM
Attachments: [image001.png](#)

For today.

Thanks,

James Coley

Director
Oconee County Planning and Zoning
415 S. Pine Street
Walhalla, SC 29691
Phone: (864) 638.4218



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From: Rachel Moore [mailto:rlmoore03@outlook.com]
Sent: Friday, December 16, 2022 7:55 AM
To: James Coley <jcoley@oconeesc.com>
Subject: Lot Density Proposal Being Discussed Today

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



Dear Mr. Coley,

I was going to attend today's Planning/Zoning meeting to speak about the importance of managing housing density in Oconee County but have had a personal issue come up that prevents me from doing so. Following are my comments.

In late 2000, I moved to Oconee County from Glynn County, GA specifically St. Simons Island. During my 26-year residence there, I saw the area grow from a beautiful, low key beach community with a majority of full-time residents to a densely packed place full of part timers and short term rentals with sewers overflowing, constant traffic snarls and many vehicle accidents. The reason was that the residents lost their voices due to planning/zoning board members and county commissioners bowing to the developers and completely ignoring what their constituents wanted.

When I returned this fall, I found that it had gotten even worse, and I hadn't thought that possible. Across the street from my old home was an acre lot with four houses on it. It still makes me sad to see the charm and beauty of this place being destroyed.

Please do not let Oconee County fall prey to this issue. Already I see this possibility happening as I understand that 50 tiny houses will be built across the street from my neighborhood. The construction is already adversely impacting the ease of entry and exit from my neighborhood. This is a wonderful place to live. Please let's be strategic in our decisions and keep it that way.

Thank you for your consideration of my stand on this issue.

Kind Regards,

Rachel Moore



Public Comment

SIGN IN SHEET

10:00 AM

December 16, 2022

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	James H. Thomas, Jr (Jim)	in favor
2	Doyle Carr	opposition
3	For assistance	assistance
4	Matthew Durham	
5	Doug Hettiger	in favor
6	Dickie Brown	
7		
8		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

December 16, 2022 ~ 10:00 a.m.

ORDINANCE 2022-24 AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, BY REVISING THE LOT SIZE AND DENSITY STANDARDS APPLICABLE TO THE LAKE OVERLAY DISTRICT; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2022-28 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF UP TO \$2,000,000 OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF PROVIDING ADDITIONAL FUNDING FOR THE SEWER SOUTH PROJECT; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2022-30 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF SIX HUNDRED FORTY THOUSAND, ONE HUNDRED SIXTY-SIX AND 00/100 (\$640,166.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR CONSTRUCTION OF THE BOUNTYLAND FIRE SUBSTATION; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2022-33 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND CAROLINA POLY, INC., ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, THE "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; PROVIDING FOR THE LOCATION OF THE COMPANY'S PROPERTY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY; AND OTHER RELATED MATTERS.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

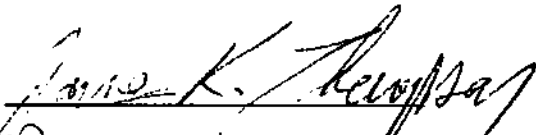
	Ordinance #	Ordinance 2022-24	Ordinance 2022-28	Ordinance 2022-30	Ordinance 2022-33
✓	1. Richard SOMMER	✓			
✓	2. Teresa Spicer	✓			
✓	3. John D. EBAR	✓			
✓	4. Martha Steele	✓			
✓	5. John Steele	✓			
✓	6. Jim BEDDOW	✓			
✓	7. Linda Lovely	✓			

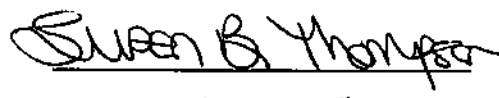
✓ 8.	Thomas Holcombe	✓		
✓ 9.	Lucretia Morgan	✓		
✓ 10.	Murder Stance	✓		
✓ 11.	Joseph Nicholson	✓		
✓ 12.	James F. Thomas, Jr. (Jim)	✓		
✓ 13.	Doyle Carr	✓		Ⓞ
✓ 14.	KEVIN MINTON	✓		
✓ 15.	Geary Hughes	✓		
✓ 16.	Ron Cilensek	✓		
✓ 17.	Dorothy Heger	✓	Spoke	
✓ 18.	ED HALBIG	✓		
✓ 19.	PHIL MITCHELL	✓		
✓ 20.	LINDA MITCHELL	✓		
✓ 21.	Daryl Huser	✓		
✓ 22.	Donna Furnari	✓		
✓ 23.	Gery Yantis	✓		
✓ 24.	Bryant Hearn	✓		
✓ 25.	Vickie Hearn	✓		
✓ 26.	DAVID DEWEY	✓		
✓ 27.	Doug Hittinger	✓		
✓ 28.	BRIAN HORNBIQUE	✓		
✓ 29.	Robbie Jack	✓		
✓ 30.	Gary Jackson	✓		
✓ 31.	JAMES DAVIS	✓		
✓ 32.	JAMES SCHOONOVER	✓		
✓ 33.	Fred Michals	✓		
✓ 34.	Joe Calabro	✓		
✓ 35.	Maehle Mc	✓		
✓ 36.	Germane McSwain	✓		
✓ 37.	Sharon Hameltz	✓		
✓ 38.	Larry Day	✓		
✓ 39.	JACKIE BROOME	✓		
✓ 40.	DIM CORNER	✓		
✓ 41.	David McMahan	✓		
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43.				
44.				
45.				
46.				

Half acre lot talking points

The following are offered as ideas to address the Lake Overlay ½ acre lot size proposal. Please use them as you see fit, but please put them in your own words. The appearance of a “form letter” loses its impact. Personalize comments as much as you can. There is no need to cover all topics – choose the ones that fit for you.

- Our names are James K & Susan B Thompson, 103 Wynwood Ct, Seneca, SC, East Shores Subdivision.
- I (we) are pleased that the lake has developed primarily as residential with the vast majority of lots at least ½ acre. This type of development minimizes lake shore crowding and the potential for shoreline erosion and sediment runoff during construction..
- The lake overlay specifies a maximum density of 2/acre, which implies minimum lot size of ½ acre. To find this is not the case is very concerning and needs to be corrected.
- Keowee has overwhelmingly developed to date with lots of at least ½ acre. Developments with smaller lots on the water are disruptive and unappealing. The last thing I (we) want to see is a jumbled shoreline like that visible on Lake Lanier.
- A Tiny Home development on the lake is not in character with the lake in general.
- This change only affects waterfront lots. Smaller lots are allowed off the water, allowing developers to still realize the maximum lots available under the 2/acre lot density restriction.
- The ½ acre restriction is perfectly reasonable given that other zoning classifications specify the same or larger minimum lot sizes. Traditional Rural has ½ acre, Agricultural has 1 acre, and Rural Residential even has a 5 acre minimum. These are appropriate for the character of the areas they cover.
- Small houses crammed onto small waterfront lots are not compatible with the overall character of Lake Keowee. This amendment is a reasonable change consistent with the lot size restrictions in many zoning classifications across the county.
- Please vote yes on this ordinance. Thank you for your time.


December 15, 2022


December 15, 2022

Received 12/20/2022 JCA

CONFIDENTIAL

The following information was obtained from a confidential source who has provided reliable information in the past. It is being provided to you for your information only and should not be disseminated to any other personnel.

The source has advised that [redacted] is currently [redacted] and is [redacted] in [redacted].

[redacted] is currently [redacted] and is [redacted] in [redacted].

The source has advised that [redacted] is currently [redacted] and is [redacted] in [redacted].

[redacted] is currently [redacted] and is [redacted] in [redacted].

The source has advised that [redacted] is currently [redacted] and is [redacted] in [redacted].

[redacted] is currently [redacted] and is [redacted] in [redacted].

The source has advised that [redacted] is currently [redacted] and is [redacted] in [redacted].

[redacted] is currently [redacted] and is [redacted] in [redacted].

Our contact is [redacted] at [redacted] 103 [redacted] [redacted] [redacted].

[redacted] is currently [redacted] and is [redacted] in [redacted].